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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Dec 17, 2024

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Case No.: 1:22-CR-02097-SAB-1

Plaintiff,

Plea Agreement

v.

MARY ANN BLIESNER,

Defendant.

Plaintiff United States of America, by and through Vanessa R. Waldref, United States Attorney the Eastern District of Washington, and Dan Fruchter and Devin C. Curda, Assistant United States Attorneys for the Eastern District of Washington, James J. Hennelly, Trial Attorney for the Department of Justice Consumer Protection Branch, and Defendant Mary Ann Bliesner ("Defendant"), both individually and by and through Defendant's counsel, Carl Oreskovich, agree to the following Plea Agreement.

1. Guilty Plea and Maximum Statutory Penalties

Defendant agrees to enter a plea of guilty to: (i) Introducing Adulterated Food into Interstate Commerce in violation of 21 U.S.C. §§ 331(a), 333(a)(1), and

1 342(a)(1), (a)(3), (a)(4), (b)(3) and (b)(4), a lesser included offense of Count 2 of
2 the Indictment filed on September 13, 2022; and (ii) Failure to Register a Food
3 Facility in violation of 21 U.S.C. §§ 331(dd), 333(a)(1) and 350d, a lesser included
4 offense of Count 4 of the Indictment filed on September 13, 2022. Defendant
5 understands that these are Class A misdemeanors, each of which carries the
6 following potential penalties:

- 7 a. a term of imprisonment of 1 year;
- 8 b. a term of supervised release of up to a year;
- 9 c. a fine of up to \$250,000; and
- 10 d. a \$25 special penalty assessment.

11 Defendant understands that if the Court imposes a sentence of probation in lieu of
12 imprisonment, the term of probation may be up to 5 years. Defendant understands
13 that if Defendant violates any condition of probation, the Court may revoke
14 probation and require Defendant to serve in prison a term up to the statutory
15 maximum sentence set forth in this Plea Agreement. Defendant understands that if
16 Defendant violates probation and the Court imposes a custodial sentence, the Court
17 may also impose a term of supervised release following incarceration that may be
18 up to the statutory maximum term of supervised release authorized by statute for
19 the offense or offenses of conviction, without credit for time previously served on
20 probation or supervision. Accordingly, Defendant understands that if Defendant
21 violates one or more conditions of probation, Defendant could serve a total term of
22 incarceration greater than the maximum sentence authorized by statute for
23 Defendant's offense or offenses of conviction.

24 2. Supervised Release

25 Defendant understands that if Defendant violates any condition of
26 Defendant's supervised release, the Court may revoke Defendant's term of
27 supervised release, and require Defendant to serve in prison all or part of the term
28 of supervised release authorized by statute for the offense that resulted in such term

1 of supervised release without credit for time previously served on post-release
2 supervision.

3 Accordingly, Defendant understands that if Defendant commits one or more
4 violations of supervised release, Defendant could serve a total term of
5 incarceration greater than the maximum sentence authorized by statute for
6 Defendant's offense or offenses of conviction.

7 3. The Court is Not a Party to this Plea Agreement

8 The Court is not a party to this Plea Agreement and may accept or reject it.
9 Defendant acknowledges that no promises of any type have been made to
10 Defendant with respect to the sentence the Court will impose in this matter.

11 Defendant understands the following:

- 12 a. sentencing is a matter solely within the discretion of the Court;
- 13 b. the Court is under no obligation to accept any recommendations
14 made by the United States or Defendant;
- 15 c. the Court will obtain an independent report and sentencing
16 recommendation from the United States Probation Office;
- 17 d. the Court may exercise its discretion to impose any sentence it
18 deems appropriate, up to the statutory maximum penalties;
- 19 e. the Court is required to consider the applicable range set forth
20 in the United States Sentencing Guidelines, but may depart
21 upward or downward under certain circumstances; and
- 22 f. the Court may reject recommendations made by the United
23 States or Defendant, and that will not be a basis for Defendant
24 to withdraw from this Plea Agreement or Defendant's guilty
25 plea.

26 4. Potential Immigration Consequences of Guilty Plea

27 If Defendant is not a citizen of the United States, Defendant understands the
28 following:

- a. pleading guilty in this case may have immigration consequences;
- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

Defendant affirms that Defendant is knowingly, intelligently, and voluntarily pleading guilty as set forth in this Plea Agreement, regardless of any immigration consequences that Defendant's guilty plea may entail.

5. Waiver of Constitutional Rights

Defendant understands that by entering this guilty plea, Defendant is knowingly and voluntarily waiving certain constitutional rights, including the following:

- a. the right to a jury trial;
- b. the right to see, hear and question the witnesses;
- c. the right to remain silent at trial;
- d. the right to testify at trial; and
- e. the right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands that Defendant retains the right to be assisted by an attorney through the sentencing proceedings in this case and any direct appeal of Defendant's conviction and sentence, and that an attorney will be appointed at no cost if Defendant cannot afford to hire an attorney.

1 Defendant understands and agrees that any defense motions currently
2 pending before the Court are mooted by this Plea Agreement, and Defendant
3 expressly waives Defendant's right to bring any additional pretrial motions.

4 6. Elements of the Offense

5 The United States and Defendant agree that in order to convict Defendant of
6 Introducing Adulterated Food into Interstate commerce, in violation of 21 U.S.C.
7 §§ 331(a), 333(a)(1), and 342(a)(1), (a)(3), (a)(4), (b)(3), and (b)(4), the United
8 States would have to prove the following beyond a reasonable doubt.

9 *First*, Defendant held a position of responsibility at Valley
10 Processing, Inc. (VPI) and had the authority to prevent and correct the food
11 adulteration offense described herein;

12 *Second*, on or about March 14, 2018, VPI delivered for
13 introduction, and caused the delivery for introduction, from the Eastern
14 District of Washington into interstate commerce, food, to wit, approximately 4,394
15 gallons of grape juice concentrate;

16 c. *Third*, the food was adulterated as defined in 21 U.S.C. § 342, in that:
17 (i) it had been prepared, packed, and held under insanitary conditions whereby it
18 may have been rendered injurious to health; (ii) it consisted in part of filthy, putrid,
19 and decomposed substances, and was otherwise unfit for food; (iii) damage and
20 inferiority had been concealed; (iv) it bore and contained deleterious substances,
21 which might render it injurious to health; (v) substances had been added thereto
22 and mixed and packed therewith so as to make the juice appear better and of
23 greater value than it was.

24 The United States and Defendant agree that in order to convict Defendant of
25 Failure to Register a Food Facility, in violation of in violation of
26 21 U.S.C. §§ 331(dd), 333(a)(1) and 350d, the United States would have to prove
27 the following beyond a reasonable doubt.
28

- 1 a. *First*, beginning no later than October 29, 2012, and continuing
2 through on or about May 2, 2018, in the Eastern District of
3 Washington, Defendant operated a facility, located at 130 U.S.
4 Grape Road, Sunnyside, Washington (the “Grape Road
5 Facility,”) in which food was held; and
6 b. *Second*, between on or about October 29, 2012 and May 2,
7 2018, Defendant failed to register the Grape Road Facility with
8 the U.S. Food and Drug Administration as required;

9 7. Factual Basis and Statement of Facts

10 The United States and Defendant stipulate and agree to the following: the
11 facts set forth below are accurate; the United States could prove these facts beyond
12 a reasonable doubt at trial; and these facts constitute an adequate factual basis for
13 Defendant’s guilty plea.

14 The United States and Defendant agree that this statement of facts does not
15 preclude either party from presenting and arguing, for sentencing purposes,
16 additional facts that are relevant to the Sentencing Guidelines computation or
17 sentencing, unless otherwise prohibited in this Plea Agreement.

18 Defendant and VPI

19 At all relevant times, VPI was a Washington corporation located and
20 headquartered at 108 Blaine Avenue, Sunnyside, Washington, 98944 (hereinafter
21 the Blaine Avenue Facility) in the Eastern District of Washington. VPI
22 manufactured single-strength fruit juice and fruit juice concentrate, including
23 apple, pear, and grape juice products for customers worldwide. VPI’s customers
24 included at least two customers that purchased significant quantities of products for
25 use in the USDA’s School Lunch Program.

26 At all relevant times, VPI’s Blaine Avenue Facility included three
27 manufacturing plants, known as “Plant 1”, “Plant 2”, and “Plant 3”, an ambient
28 conditions warehouse (known as the “Mojo Warehouse”), a cold room (the “Mojo

1 Cold Room”), and freezers, office space, and other storage and facilities. In
2 addition to the Blaine Avenue Facility, which was registered with the FDA, VPI
3 also owned and operated juice product storage facilities located at 130 US Grape
4 Road, Sunnyside, Washington (the “Grape Road Facility,” also known as “the
5 Hill”). Between October 29, 2012 and May 2, 2018, neither Defendant nor VPI
6 registered or disclosed the existence or use of the Grape Road Facility to the Food
7 and Drug Administration (FDA), as was required.

8 At all relevant times, Defendant was a resident of the Eastern District of
9 Washington and was the President and primary owner of VPI. Defendant was
10 knowledgeable, or had the ability to become knowledgeable, of the purchase,
11 receipt and storage of all fruit and raw materials at VPI, was knowledgeable, or
12 had the ability to become knowledgeable, of fruit production into juices,
13 concentrates, and purées at VPI, was knowledgeable, or had the ability to become
14 knowledgeable, of the distribution of finished products from VPI, had overall
15 responsibility for VPI’s sales to customers, and oversaw all operations of VPI.

16 Relevant Food Safety Law

17 The FDA is a federal agency of the U.S. Department of Health and Human
18 Services responsible for, *inter alia*, protecting public health by ensuring the safety
19 of the nation’s food supply chain. The Food, Drug, and Cosmetic Act (FDCA)
20 vests primary responsibility for regulating and ensuring food safety in the United
21 States in the FDA, which promulgates regulations, rules, and guidance, and
22 conducts inspections, investigations, and audits regarding food safety.

23 At all relevant times, 21 U.S.C. § 321(f) defined “food” as, *inter alia*,
24 articles used for food or drink by man or other animals, or components of such
25 articles.

26 Adulterated Food

27 Under 21 U.S.C. § 342, a food is considered “adulterated” if, *inter alia*:
28

- a. It contains any poisonous or deleterious substances which might render it injurious to health;
- b. It consists, in whole or in part, of any filthy, putrid, or decomposed substance, or if it is otherwise unfit for food;
- c. It has been prepared, packed, or held under insanitary conditions whereby it may have been rendered injurious to health;
- d. Damage or inferiority has been concealed in any manner; or
- e. Any substance has been added thereto or mixed or packed therewith so as to reduce its quality or strength, or make it appear better or of greater value than it is.

Requirement for CGMP and HACCP Plans

Federal food current good manufacturing practice (CGMP) regulations establish basic practices required to be followed, and conditions required to be maintained, by entities or individuals who receive, prepare, process, pack, hold, or distribute juice. 21 C.F.R. Part 117, Subpart B. The purpose of CGMP is to ensure that food, including juice, is processed in a safe and sanitary manner and to prevent its adulteration. 21 C.F.R. § 120.5.

Juice processors are required to monitor, with sufficient frequency, their sanitation conditions and practices used during processing and storage to ensure, at a minimum, that they conform with CGMP regulations for manufacturing, packing, and holding human food. *See, e.g.*, 21 C.F.R. Part 117, subpart B, 21 C.F.R. § 120.6(b). Juice processors are required to comply with CGMP in order to ensure that their facilities, methods, practices, and controls used to process and store juice are sanitary and safe and to prevent the adulteration of their juice products. 21 C.F.R. § 120.5; 21 C.F.R. Part 117, Subpart B. For example:

- a. 21 C.F.R. § 117.35(a) requires that buildings, fixtures, and other physical facilities of the plant must be maintained in a clean and sanitary condition

1 and must be kept in repair adequate to prevent food from becoming
2 adulterated.

- 3 b. 21 C.F.R. § 117.35(c) requires that pests, including any objectionable
4 animals or insects including birds, rodents, flies, and larvae, not be
5 allowed in any area of a food plant, and that juice processors take
6 effective measures to exclude pests from the manufacturing, processing,
7 packing, and holding areas and to protect against the contamination of
8 food on the premises by pests.
- 9 c. 21 C.F.R. § 117.37 requires that every building or structure or parts
10 thereof, used for or in connection with the manufacturing, processing,
11 packing, or holding of human food, be equipped with adequate sanitary
12 facilities and accommodations including water supply, toilet facilities for
13 employees, and hand-washing facilities designed to ensure that an
14 employee's hands are not a source of contamination of food, food-contact
15 surfaces, or food-packaging materials.
- 16 d. Juice storage and transportation are required to be under conditions that
17 would protect against allergen cross-contact, as well as biological,
18 chemical, and physical contamination of food, as well as against
19 deterioration of the food and the container. 21 C.F.R. § 117.93.

20 Manufacturers, such as VPI, that process juice products that are sold as juice
21 or are used as an ingredient in beverages are also subject to the juice Hazard
22 Analysis and Critical Control Point (HACCP) regulations of 21 C.F.R. Part 120.
23 21 C.F.R. §§ 120.1 and 120.3(i)(1). "Juice" means the aqueous liquid expressed or
24 extracted from one or more fruits or vegetables, purées of the edible portions of
25 one or more fruits or vegetables, or any concentrates of such liquid or purée. The
26 purpose of HACCP regulations and plans is to prevent the occurrence of potential
27 food hazards in, or adulteration of, the juice. HACCP achieves this goal by
28 requiring juice processors to assess their processing operations (known as the

1 hazard analysis), identify points in the process at which various hazards may occur
2 (known as critical control points), and establish measures to control, prevent, or
3 eliminate those hazards (known as critical limits). *See* 21 C.F.R. §§ 120.7-120.13.
4 The failure of a processor to have and to implement a Hazard Analysis and Critical
5 Control Point (HACCP) system that complied with 21 C.F.R. §§ 120.6, 120.7, and
6 120.8, or otherwise to operate in accordance with 21 C.F.R. Part 120, renders the
7 juice products of that processor adulterated under 21 U.S.C. § 342(a)(4). 21 CFR §
8 120.9.

9 Under the juice HACCP regulations, each juice processor, including VPI, is
10 required to develop a written hazard analysis to determine whether there are food
11 hazards reasonably likely to occur during processing for each type of juice
12 produced and to identify control measures that the processor can apply to control
13 those hazards. 21 C.F.R. § 120.7(a). Whenever a hazard analysis identifies one or
14 more food hazards that are reasonably likely to occur during processing, the
15 processor is required to have and implement a written HACCP plan to control the
16 identified food hazards. 21 C.F.R. § 120.8.

17 Additionally, a juice processor's HACCP plan has to identify "critical
18 control points" ("CCPs") in the juice manufacturing process at which a control
19 measure can be applied that is essential to reduce an identified food hazard to an
20 acceptable limit. 21 C.F.R. §§ 120.3(d), 120.7(a)(5).

21 For each CCP, the HACCP plan has to establish a "critical limit" *i.e.*, the
22 "maximum or minimum value to which a physical, biological, or chemical
23 parameter must be controlled . . . to prevent, eliminate, or reduce to an acceptable
24 level, the occurrence of the identified food hazard." 21 C.F.R. §§ 120.3(e)
25 120.8(b)(3).

26 The juice HACCP regulation further requires that juice processors have and
27 implement a sanitation standard operating procedure that addresses sanitation
28

1 conditions and practices before, during, and after processing, in each location
2 where juice is processed. 21 C.F.R. § 120.6, 120.8(a)(1).

3 Because a juice processor is required to follow CGMP, HACCP regulations,
4 and HACCP plans in order to ensure that its products are safe, fit for human
5 consumption, and processed, packed, and held in sanitary conditions, juice
6 products that are processed, packed, or held out of compliance with CGMP
7 requirements, HACCP regulations, or a processor's HACCP plan are, by
8 definition, processed, packed, or held in insanitary conditions (and therefore are
9 adulterated) within the meaning of 21 U.S.C. § 342(a)(4).

10 Similarly, juice products are adulterated if the manufacturer's quality control
11 operations fail to ensure that food is safe or suitable for human consumption. *See*
12 21 C.F.R. § 117.1(a)(1)(ii); 21 C.F.R. § 117.80(a)(2).

13 *Requirement to Register a Food Facility with FDA*

14 Pursuant to 21 U.S.C. § 350d, the owner of any domestic facility where food
15 was manufactured, processed, packed, stored, or held was required to register and
16 bi-annually re-register with the FDA the name and address of each such facility.
17 Among the purposes of the registration requirement is so that FDA can
18 appropriately identify, regulate and, as necessary, inspect or audit each such
19 facility to ensure it is compliant with food safety law.

20 The Food, Drug, and Cosmetic Act prohibits, and subjects a juice processor
21 to criminal penalties for, failing to register a food facility with the FDA. 21 U.S.C.
22 §§ 350d, 331(dd).

23 The USDA School Lunch Program

24 The USDA's School Lunch Program (sometimes referred to as the National
25 School Lunch Program or NSLP) is the nation's second-largest food and
26 nutritional assistance program. The School Lunch Program provides free or
27 reduced-cost lunch to over 20 million children each school day. USDA's research
28 indicates that children from food-insecure and marginally food-secure households

1 are more likely to eat School Lunch Program meals, and they receive more of their
2 food and nutrient intake from school meals than other children. For many food-
3 insecure or marginally food-secure children, meals provided by the School Lunch
4 Program are frequently their primary and most reliable sources of nutrition.

5 *Defendant's Unregistered U.S. Grape Road Facility*

6 Beginning at least as early as October 29, 2012, and continuing until at least
7 May 2, 2018, Defendant and VPI, owned, operated, and used the Grape Road
8 Facility, located at 130 U.S. Grape Road, Sunnyside, Washington, to house, hold,
9 and store grape juice products including grape juice concentrate. The Grape Road
10 Facility, which was located approximately three miles from the Blaine Avenue
11 Facility, was sometimes referred to as "U.S. Grape," "Grape Road" or "the Hill."

12 While Defendant and VPI registered the Blaine Avenue Facility with the
13 FDA, Defendant did not register the Grape Road Facility with the FDA as required
14 by federal food safety laws. VPI failed to follow CGMP and food safety law and
15 regulation and never implemented a HACCP plan at the Grape Road Facility.

16 Defendant and VPI kept earlier seasons' unsold grape juice concentrate in
17 the Grape Road Facility, sometimes for many years. VPI stored product, including
18 grape juice concentrate at the Grape Road Facility in: (1) a "cold room" used to
19 store 55-gallon drums of grape juice concentrate; (2) a structure containing two
20 refrigerated storage tanks referred to as "USG1" and "USG2", each with an
21 approximate capacity of 275,000 gallons; and (3) three 26,000-gallon capacity
22 open-top concrete tanks, referred to as G22, G23, and G24. Tanks G22, G23, and
23 G24 were not kept in a temperature-controlled or refrigerated location, but instead
24 were open to the elements, and insufficiently cooled only by an air condenser that
25 blew cool air across the top of the open 26,000-gallon storage tanks.

26 Product stored and held at the unregistered and undisclosed Grape Road
27 Facility was adulterated, noncompliant with food safety law and regulation, unsafe,
28 and unfit for consumption because of the product's age and the conditions at the

1 Grape Road Facility. Product stored at the unregistered and undisclosed Grape
2 Road Facility contained and consisted of fermented product as well as filthy,
3 putrid, and decomposed substances, including visible mold, animal urine and feces,
4 and decomposing corpses of birds, rodents, and insects. During an FDA inspection
5 of VPI in 2018, FDA inspectors took a photograph of a live rat in tank G24 at the
6 Grape Road Facility, standing on top of the moldy and rotten juice concentrate, the
7 top layer of which contained a layer of mold thick and hard enough for the rat to
8 walk on.

9 *VPI's Shipment of Adulterated Grape Juice Concentrate*

10 In addition to storage at the Grape Road Facility, VPI stored grape juice
11 concentrate in open air at ambient temperatures and uncontrolled conditions at and
12 outside the Blaine Road Facility, sometimes for years. VPI then used that product
13 to fill customer orders by selling and shipping the product as it was; blending it
14 with other product and assigning a new lot number and production date to the
15 blended product that reflected the date of blending, not the date of production; or
16 "reworking" old product by rehydrating, reprocessing, and re-pasteurizing it, and
17 then reassigning the "reworked" product with a new lot number and production
18 date that reflected the date of the "rework" rather than the original production date.
19

20 For example, on or about March 9, 2018, VPI created grape juice
21 concentrate Lot Number 030918-C6 by blending together:

- 22 • 80 drums of Concord grape juice concentrate, Lot Number 110117-
23 20K, pasteurized and produced on or about November 1, 2017, and
24 then subsequently stored outside the Blaine Avenue Facility in
25 ambient conditions for at least four months;
- 26 • 8 drums of Concord grape juice concentrate, Lot Number 103017-C1,
27 pasteurized and produced on or about October 20, 2017, and then
28

1 subsequently stored outside the Blaine Avenue Facility in ambient
2 conditions for at least four months; and

- 3 • Grape juice concentrate pumped from tank G18, which had been
4 pasteurized and produced in 2015, and subsequently stored for
5 approximately two and a half years.

6 VPI did not re-pasteurize the adulterated blended product before placing it in
7 drums and assigning a production date of March 9, 2018, which did not accurately
8 reflect the true production date of the product. On or about March 14, 2018,
9 Defendant and VPI sold and shipped resulting Lot Number 030918-C6 from the
10 Eastern District of Washington to a juice company located in Ludington, Michigan,
11 in the Western District of Michigan, for use in USDA's School Lunch Program.
12 As President and primary owner of VPI who oversaw all operations at VPI,
13 Defendant had the authority to prevent and correct the delivery of the adulterated
14 product into interstate commerce.

15 Between 2016 and 2019, VPI received at least \$742,139 in revenue from
16 two VPI customers, Ludfords, Inc., and Indian Summer Cooperative, Inc., for
17 adulterated grape juice concentrate.

18 8. The United States' Agreements

19 The United States Attorney's Office for the Eastern District of Washington
20 agrees that at the time of sentencing, the United States will move to dismiss the
21 greater and remaining counts of the Indictment filed on September 13, 2022, which
22 charge Defendant with Conspiracy, in violation of 18 U.S.C. § 371 (Counts 1 and
23 6); Introducing Adulterated Food into Interstate Commerce, in violation of 21
24 U.S.C. §§ 331(a), 333(a)(2), 342(a)(1), (a)(3), (a)(4), (b)(3), and (b) (Counts 2 and
25 3); Failure to Register a Food Facility, in violation of 21 U.S.C. §§ 331(dd),
26 333(a)(2) (Counts 4 and 5); False Statements, in violation of 18 U.S.C.
27 § 1001(a)(2) (Counts 7 through 9); Conspiracy to Commit Mail Fraud, in violation
28

1 of 18 U.S.C. §§ 1349, 1341 (Count 10); and Mail Fraud, in violation of 18 U.S.C.
2 § 1341 (Counts 11 and 12).

3 The United States Attorney's Office for the Eastern District of Washington
4 agrees not to bring additional charges against Defendant based on information in
5 its possession at the time of this Plea Agreement that arise from conduct that is
6 charged in the Indictment, unless Defendant breaches this Plea Agreement before
7 sentencing.

8 9. United States Sentencing Guidelines Calculations

9 Defendant understands and acknowledges that the United States Sentencing
10 Guidelines ("U.S.S.G." or "Guidelines") apply and that the Court will determine
11 Defendant's advisory range at the time of sentencing, pursuant to the Guidelines.
12 The United States and Defendant agree to the following Guidelines calculations.

13 a. Base Offense Level

14 The United States and the Defendant agree that the base offense level for
15 both offenses is 6, and that the offenses group together. U.S.S.G. §§ 2N2.1(a) and
16 (c); 2B1.1(a)(2); 3D1.2.

17 b. Special Offense Characteristics

18 The United States and the Defendant have no agreement on whether any
19 specific offense characteristics apply, and may each argue for or against any
20 offense characteristics at Sentencing.

21 c. Acceptance of Responsibility

22 The United States will recommend that Defendant receive a two-level
23 downward adjustment for acceptance of responsibility, pursuant to U.S.S.G.
24 § 3E1.1(a), if Defendant does the following:

- 25 i. accepts this Plea Agreement;
- 26 ii. enters a guilty plea at the first Court hearing that takes
27 place after the United States offers this Plea Agreement;
- 28

- iii. demonstrates recognition and affirmative acceptance of Defendant's personal responsibility for Defendant's criminal conduct;
- iv. provides complete and accurate information during the sentencing process; and
- v. does not commit any further obstructive conduct.

The United States and Defendant agree that at its option and on written notice to Defendant, the United States may elect not to recommend a reduction for acceptance of responsibility if, prior to the imposition of sentence, Defendant is charged with, or convicted of, any criminal offense, or if Defendant tests positive for any controlled substance.

d. No Other Agreements

The United States and Defendant have no other agreements regarding the Guidelines or the application of any Guidelines enhancements, departures, or variances. Defendant understands and acknowledges that the United States is free to make any sentencing arguments it sees fit, including arguments arising from Defendant's uncharged conduct, conduct set forth in charges that will be dismissed pursuant to this Agreement, and Defendant's relevant conduct.

e. Criminal History

The United States and Defendant have no agreement and make no representations about Defendant's criminal history category, which will be determined by the Court after the United States Probation Office prepares and discloses a Presentence Investigative Report.

10. Incarceration

The United States and Defendant agree to jointly recommend a sentence of 3 years of probation. The United States and Defendant agree that the conditions of probation shall include the two special conditions set forth in Paragraph 11 below.

11. Supervised Release

The United States and Defendant agree to recommend 1 year of supervised release following any period of incarceration, if the Court imposes a period of incarceration. Defendant agrees that the Court's decision regarding the conditions of Defendant's Supervised Release is final and non-appealable; that is, even if Defendant is unhappy with the conditions of Supervised Release ordered by the Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's conviction, sentence, or any term of Supervised Release.

The United States and Defendant agree to recommend that in addition to the standard conditions of supervised release imposed in all cases in this District, the Court should also impose the following conditions:

- a. The United States Probation Officer may conduct, upon reasonable suspicion, and with or without notice, a search of Defendant's person, residences, offices, vehicles, belongings, and areas under Defendant's exclusive or joint control.
- b. Defendant shall have no personal involvement, direct or indirect, in ordering; preparing; manufacturing; selling; or serving either food or beverages of any kind.

12. Criminal Fine

The United States agrees to recommend no additional criminal fine. Defendant acknowledges that the Court's decision regarding a fine is final and non-appealable; that is, even if Defendant is unhappy with a fine ordered by the Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's conviction, sentence, or fine.

1 13. Forfeiture:

2 The parties agree forfeiture applies. *See* 21 U.S.C. §§ 334 and 853(p) by way
3 of 21 U.S.C. § 331; 28 U.S.C. § 2461(c). With respect to forfeiture, the parties
4 agree to the following:

5 (a) Money Judgment

6 Defendant agrees to forfeit to the United States all right, title, and interest in
7 the following property: a \$742,139 money judgment payable at the time of
8 sentencing, which represents the estimated amount of proceeds Defendant obtained
9 as a result of her illegal conduct. The United States and Defendant agree that this
10 money judgment is joint and several with Defendant VPI.

11 (b) Substitute Property

12 Defendant understands the United States may seek for Defendant to forfeit
13 substitute property in satisfaction of the money judgment if the United States can
14 establish the following regarding the above-described property (*i.e.*, the money
15 judgment): a) it cannot be located upon the exercise of due diligence; b) it has been
16 transferred or sold to, or deposited with, a third party; c) it has been placed beyond
17 the Court's jurisdiction; d) it has substantially diminished in value; e) it has been
18 commingled with other property and cannot be divided without difficulty. *See* 21
19 U.S.C. § 853(p). The United States will not seek to forfeit substitute property from
20 other defendants or co-conspirators; it may only forfeit substitute property from
21 Defendant. *See* 21 U.S.C. § 853(p).

22 (c) Cooperation on Forfeited Assets:

23 Defendant agrees to cooperate with the United States in passing clear title on
24 all forfeited assets and to execute any and all forms and pleadings necessary to
25 effectuate such forfeiture of assets. Defendant also agrees to assist the United
26 States in locating any assets that 1) are the proceeds of illegal conduct (as outlined
27 in this Plea Agreement) and 2) have not been dissipated. If such assets are located,
28 then Defendant will stipulate to their forfeiture.

1 (d) Waivers:

2 Defendant agrees to waive oral pronouncement of forfeiture at the time of
3 sentencing. *See* Fed. R. Crim. P. 32.2(b)(4)(B).

4 Defendant stipulates and agrees to waive all constitutional and statutory
5 challenges in any manner (including direct appeal, habeas corpus, or any other
6 means) to any forfeiture carried out in accordance with the Plea Agreement on any
7 grounds, including a claim that forfeiture in this case constitutes an excessive fine
8 or punishment.

9 Defendant stipulates and agrees to hold the United States, and its agents and
10 employees, harmless from any and all claims whatsoever in connection with the
11 investigation, the prosecution of charges, and the seizure and forfeiture of property
12 covered by this Plea Agreement.

13 (f) Non-Abatement of Criminal Forfeiture:

14 Defendant agrees that the forfeiture provisions of this plea agreement are
15 intended to, and will, survive her, notwithstanding the abatement of any underlying
16 criminal conviction after the execution of this agreement. The forfeitability of any
17 particular property pursuant to this agreement shall be determined as if Defendant
18 had survived, and that determination shall be binding upon Defendant's heirs,
19 successors and assigns until the agreed forfeiture, including any agreed money
20 judgment amount, is collected in full.

21 14. Mandatory Special Penalty Assessment

22 Defendant agrees to pay the \$50 mandatory special penalty assessment (\$25
23 per count) to the Clerk of Court for the Eastern District of Washington, pursuant to
24 18 U.S.C. § 3013.

25 15. Restitution

26 The United States and Defendant agree that no restitution is owing for any
27 applicable victims.
28

1 16. Payments While Incarcerated

2 If Defendant lacks the financial resources to pay the monetary obligations
3 imposed by the Court, Defendant agrees to earn money toward these obligations by
4 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

5 17. Additional Violations of Law Can Void Plea Agreement

6 The United States and Defendant agree that the United States may, at its
7 option and upon written notice to the Defendant, withdraw from this Plea
8 Agreement or modify its sentencing recommendation if, prior to the imposition of
9 sentence, Defendant is charged with or convicted of any criminal offense or tests
10 positive for any controlled substance.

11 18. Waiver of Appeal Rights

12 Defendant understands that Defendant has a limited right to appeal or
13 challenge Defendant's conviction and the sentence imposed by the Court.

14 Defendant expressly waives all of Defendant's rights to appeal Defendant's
15 conviction and the sentence the Court imposes.

16 Defendant expressly waives Defendant's right to appeal any fine, term of
17 supervised release, forfeiture, or restitution order imposed by the Court.

18 Defendant expressly waives the right to file any post-conviction motion
19 attacking Defendant's conviction and sentence, including a motion pursuant to 28
20 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from
21 information not now known by Defendant and which, in the exercise of due
22 diligence, Defendant could not know by the time the Court imposes sentence.

23 Nothing in this Plea Agreement shall preclude the United States from
24 opposing any post-conviction motion for a reduction of sentence or other attack
25 upon the conviction or sentence, including, but not limited to, writ of habeas
26 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

1 19. Compassionate Release

2 In consideration for the benefits Defendant is receiving under the terms of
3 this Plea Agreement, Defendant expressly waives Defendant's right to bring any
4 motion for Compassionate Release other than a motion arising from one of the
5 specific bases set forth in this paragraph of this Plea Agreement. The United States
6 retains the right to oppose, on any basis, any motion Defendant files for
7 Compassionate Release.

8 The only bases on which Defendant may file a motion for Compassionate
9 Release in the Eastern District of Washington are the following:

10 a. Medical Condition of Defendant

- 11 i. Defendant is suffering from a terminal illness (i.e., a
12 serious and advanced illness with an end of life
13 trajectory). A specific prognosis of life expectancy (i.e.,
14 a probability of death within a specific time period) is not
15 required. Examples include metastatic solid-tumor
16 cancer, amyotrophic lateral sclerosis (ALS), end-stage
17 organ disease, and advanced dementia; or
18 ii. Defendant is suffering from a serious physical or medical
19 condition, a serious functional or cognitive impairment,
20 or deteriorating physical or mental health because of the
21 aging process that substantially diminishes the ability of
22 the defendant to provide self-care within the environment
23 of a correctional facility and from which Defendant is not
24 expected to recover.

25 b. Age of Defendant

- 26 i. Defendant is at least 65 years old, is experiencing a
27 serious deterioration in physical or mental health because
28 of the aging process; and has served at least 10 years or

75 percent of Defendant's term of imprisonment,
whichever is less; or

- ii. Defendant is at least 70 years old and has served at least 30 years in prison pursuant to a sentence imposed under 18 U.S.C. § 3559(c) for the offense or offenses for which Defendant is imprisoned.

c. Family Circumstances

- i. The caregiver of Defendant's minor child or children has died or become incapacitated, and Defendant is the only available caregiver for Defendant's minor child or children; or
- ii. Defendant's spouse or registered partner has become incapacitated, and Defendant is the only available caregiver for Defendant's spouse or registered partner.

d. Subsequent Reduction to Mandatory Sentence

- i. Defendant pleaded guilty to an offense which, on the date of Defendant's guilty plea, carried a mandatory minimum sentence; and
- ii. after the entry of judgment, the length of the mandatory minimum sentence for Defendant's offense of conviction was reduced by a change in the law; and
- iii. the application of the reduced mandatory minimum sentence would result in Defendant receiving a lower overall sentence.

e. Ineffective Assistance of Counsel

- i. Defendant seeks Compassionate Release based on a claim of ineffective assistance of counsel arising from information that Defendant both

1. did not know at the time of Defendant's guilty plea, and
2. could not have known, in the exercise of due diligence, at the time the Court imposed sentence.

20. Withdrawal or Vacatur of Defendant's Plea

Should Defendant successfully move to withdraw from this Plea Agreement or should Defendant's conviction be set aside, vacated, reversed, or dismissed under any circumstance, then:

- a. this Plea Agreement shall become null and void;
- b. the United States may prosecute Defendant on all available charges;
- c. The United States may reinstate any counts that have been dismissed, have been superseded by the filing of another charging instrument, or were not charged because of this Plea Agreement; and
- d. the United States may file any new charges that would otherwise be barred by this Plea Agreement.

The decision to pursue any or all of these options is solely in the discretion of the United States Attorney's Office.

Defendant agrees to waive any objections, motions, and defenses Defendant might have to the United States' decision about how to proceed, including a claim that the United States has violated Double Jeopardy.

Defendant agrees not to raise any objections based on the passage of time, including but not limited to, alleged violations of any statutes of limitation or any objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth Amendment.

21. Waiver of Attorney Fees and Costs

Defendant agrees to waive all rights Defendant may have under the “Hyde Amendment,” Section 617, P.L. 105- 119 (Nov. 26, 1997), to recover attorneys’ fees or other litigation expenses in connection with the investigation and prosecution of all charges in the above-captioned matter and of any related allegations (including, without limitation, any charges to be dismissed pursuant to this Plea Agreement or any charges previously dismissed or not brought as a result of this Plea Agreement).

22. Integration Clause

The United States and Defendant acknowledge that this document constitutes the entire Plea Agreement between the United States and Defendant, and no other promises, agreements, or conditions exist between the United States and Defendant concerning the resolution of the case.

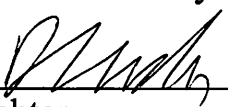
This Plea Agreement is binding only on the United States Attorney’s Office for the Eastern District of Washington, and cannot bind other federal, state, or local authorities.

The United States and Defendant agree that this Agreement cannot be modified except in a writing that is signed by the United States and Defendant.

Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney’s Office for the Eastern District of Washington.


Vanessa R. Waldref
United States Attorney



Dan Fruchter
Assistant United States Attorney

12/17/24

Date



James J. Hennelly
Trial Attorney, Consumer Protection Branch

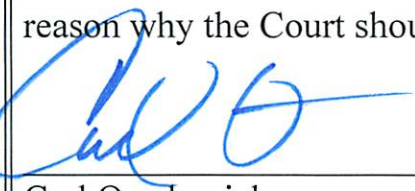
Date

1 I have read this Plea Agreement and I have carefully reviewed and discussed
2 every part of this Plea Agreement with my attorney. I understand the terms of this
3 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and
4 voluntarily. I have consulted with my attorney about my rights, I understand those
5 rights, and I am satisfied with the representation of my attorney in this case. No
6 other promises or inducements have been made to me, other than those contained
7 in this Plea Agreement. No one has threatened or forced me in any way to enter
8 into this Plea Agreement. I agree to plead guilty because I am guilty.

9
10 
11 Mary Ann Bliesner
12 Defendant

12/17/24
Date

13 I have read the Plea Agreement and have discussed the contents of the
14 agreement with my client. The Plea Agreement accurately and completely sets
15 forth the entirety of the agreement between the parties. I concur in my client's
16 decision to plead guilty as set forth in the Plea Agreement. There is no legal
17 reason why the Court should not accept Defendant's guilty plea.

18 
19 Carl Oreskovich
20 Attorney for Defendant

12/17/24
Date